

State of _____

PARENTING PLAN

This Parenting Plan (this "Agreement") is made and entered into as of this _____ day of _____, 20_____, (the "Effective Date") by and between:

First Parent: _____ [Name], residing at _____
_____ [Address] ("First Parent") and

Second Parent: _____ [Name], residing at _____
_____ [Address] ("Second Parent").

WHEREAS the parties: (Check all that apply)

- Have minor children.** The parents are parents or legal guardians of the following minor child(ren):
- _____ [Name], born _____ [Date]; and
 - _____ [Name], born _____ [Date]; and
 - _____ [Name], born _____ [Date]; and
 - _____ [Name], born _____ [Date]; and
- Are expecting children.** The parties are expecting _____ [Number] child(ren) to be born on _____, 20_____,

the child(ren) hereinafter collectively referred to as the "minor child"; and

WHEREAS, it is the desire and intention of the parties that the care and custody of the minor child(ren) to be finally fixed by this Agreement.

NOW THEREFORE, First Parent and Second Parent freely and fully accept the provisions, terms and conditions hereof and in consideration of the promises and mutual covenants herein contained as well as for other good and valuable considerations not herein specifically set forth, the parties do hereby agree to the following:

1. Legal Custody of the Minor Child. (Check one)

First Parent has legal custody. The parties agree that First Parent shall have sole legal custody of the minor child and shall be free to make all decisions in all matters pertaining to the upbringing of the minor child, including health, medical and dental care, education, religion, vacations, travel and welfare.

Second Parent has legal custody. The parties agree that Second Parent shall have sole legal custody of the minor child and shall be free to make all decisions in all matters pertaining to the upbringing of the minor child, including health, medical and dental care, education, religion, vacations, travel and welfare.

Shared legal custody. The parties agree that it is in the best interests of the minor child that the parties share parental responsibilities. Each party recognizes that the other has a right to and shall fully participate in all important matters pertaining to the minor child's upbringing, including health, welfare and education. With this in mind, the parties agree that they shall have shared legal custody of the minor child



and that all decisions regarding the health, medical and dental care, education, religion, vacations, travel, welfare and other aspects of the upbringing of the minor child shall be made on a joint decision making basis.

2. Physical Custody of the Minor Child. (Check one)

First Parent has physical custody. The parties agree that First Parent shall have primary physical custody of the minor child, subject to the visitation rights of Second Parent as set forth herein.

Visitation of the Minor Child (Check one)

- Notwithstanding anything contained herein, Second Parent shall be entitled to visitation with the minor child. The parties' agreement as to visitation and time sharing of the minor child is more fully set out on Exhibit A attached hereto.
- Second Parent shall NOT be entitled to visitation with the minor child.

Transportation Costs (Check one)

- First Parent shall pay for any transportation costs associated with all visitations.
- Second Parent shall pay for any transportation costs associated with all visitations.
- The parties will share any costs of transportation associated with all visitations equally.
- Not applicable.

Second Parent has physical custody. The parties agree that Second Parent shall have primary physical custody of the minor child, subject to the visitation rights of First Parent as set forth herein.

Visitation of the Minor Child (Check one)

- Notwithstanding anything contained herein, First Parent shall be entitled to visitation with the minor child. The parties' agreement as to visitation and time sharing of the minor child is more fully set out on Exhibit A attached hereto.
- First Parent shall NOT be entitled to visitation with the minor child.

Transportation Costs (Check one)

- First Parent shall pay for any transportation costs associated with all visitations.
- Second Parent shall pay for any transportation costs associated with all visitations.
- The parties will share any costs of transportation associated with all visitations equally.
- Not applicable.

Shared physical custody. Subject to the terms and conditions set out below, the parties agree that they shall share physical custody of the minor child.

Parenting Schedule (Check one)

- The parties' agreement as to time sharing of the minor child is more fully set out in Exhibit A attached hereto.
- Not applicable.



Relocation (Check one)

- Not applicable.
- First Parent shall not relocate from the current county of residence with the minor child for any reason whatsoever without the expressed written consent of Second Parent or a court order.
- Second Parent shall not relocate from the current county of residence with the minor child for any reason whatsoever without the expressed written consent of First Parent or a court order.

Tax Returns

The parties agree that (Check one) First Parent Second Parent will claim the minor child on his/her federal, state and local tax returns.

3. Parental Rights and Responsibilities. (Check one)

- Not applicable.
- (Select if one party has shared legal custody of the child OR if visitation is allowed.)

The parties agree to the following with respect to each party's care of the minor child: (Check all that apply)

- In the event of an emergency, serious illness or accident or other circumstance seriously affecting the minor child's health and general welfare, the party who has physical possession or control of the minor child at the time will immediately notify the other party of such circumstances. The party who is notified shall have immediate access to the minor child and/or the right to telephonic communication with the minor child.
- In the event of a medical emergency, and only in such event, each party acknowledges that he/she has full confidence in the other's ability to make a unilateral decision for the minor child's welfare which otherwise would be a joint decision of the parties.
- Both parties shall be entitled to participate with and attend special activities in which the minor child is engaged, such as religious activities, school programs, sports events and other extracurricular activities and programs and important social events in which the minor child is or may be engaged or involved.
- Neither party shall, in any way, impede, obstruct nor interfere with the exercise by the other of his/her right of companionship with the minor child and neither of them, at any time, shall in any manner disparage or criticize the other party, nor allow any other to do so or in the presence of the minor child. Each party further agrees that he/she will in no way attempt to create a non-harmonious atmosphere for the minor child.
- Each party shall be entitled to complete and detailed information from all pediatricians, physicians, dentists, consultants or specialists attending the minor child for any reason whatsoever and to be furnished upon written request with copies of any reports given to other party. Each party shall be entitled to complete and detailed information from all teachers, schools, summer camps or other institutions which the child may attend or become associated with in any way.



Other: _____

4. Minor Child's Medical Insurance. (Check one)

- First Parent** shall maintain existing medical insurance for the minor child. Second Parent shall be entitled to receive confirmation of the status of the insurance annually directly from the insurance carrier.
- Second Parent** shall maintain existing medical insurance for the minor child. First Parent shall be entitled to receive confirmation of the status of the insurance annually directly from the insurance carrier.
- The parties** shall share equally the costs for maintaining existing medical insurance for the minor child.

Any and all reasonable expenses not covered shall be (Check one) shared equally between the parties paid by First Parent paid by Second Parent.

5. Minor Child's Tuition Expenses. (Check one)

- Not applicable.
- In the event the parties mutually agree that it is in the best interests of the minor child to attend private school, the parties agree that in the absence of written agreement to the contrary, (Check one)
 each party equally First Parent Second Parent shall be responsible for all reasonable expenses of such private school. The parties agree to equally share First Parent will be responsible for Second Parent will be responsible for the costs of tuition, reasonable room, board, travel, and any reasonable agreed upon loans associated with the college education of the minor child. This obligation shall continue until the child completes his/her undergraduate education at the college selected and all debts have been paid in full, or the expiration of five (5) years, whichever first occurs.

6. Child Support. (Check one)

- Not applicable.
- The parties agree that **First Parent** shall pay to Second Parent the sum of \$_____ per month as and for child support. The child support shall be paid directly to Second Parent beginning _____, 20____ and shall be paid on the first day of each month thereafter.
- The parties agree that **Second Parent** shall pay to First Parent the sum of \$_____ per month as and for child support. The child support shall be paid directly to First Parent beginning _____, 20____ and shall be paid on the first day of each month thereafter.



State child support guidelines (Check one)

- The amount of child support has been determined in accordance with the applicable state child support guidelines.
- Both parties acknowledge that they are fully informed of their rights under state law, and the amount of child support was mutually agreed upon despite differing from the applicable state child support guidelines. The parties agree that the agreed upon amount of child support is in the best interests of the minor child.

The parties acknowledge that the child support arrangement shall not be legally binding until approved in a court order.

7. Waiver of Payment Through Clerk. (Check one)

- Not applicable.
- Both parties waive participation in any applicable Central Depository Payment Program or the payment of child support through any clerk of court, direct deposit program or other third party entity (the "Central Depository"); and accordingly, payments need not be made through the Central Depository and shall be made directly to the party entitled thereto. In the event of the tardiness of payments or other difficulty experienced by the receiving party, either party may subsequently apply to the Central Depository to activate participation and have child support payments directed through the Central Depository in the event that it becomes necessary to secure or obtain payments made hereunder.

8. Bankruptcy. The rights, obligations and responsibilities provided in this Agreement shall not be dischargeable in bankruptcy.

9. Legal Representations. Each party has had the opportunity to have independent counsel and legal advice of his/her own selection in the negotiation of this Agreement. Each party fully understands the facts and has been fully informed as to his/her legal rights and obligations.

10. Fees and Costs. Each party shall be solely responsible for his/her respective attorney's fees and costs incurred as a result of the negotiation of this Agreement. However, in the event that either party shall retain or engage an attorney or attorneys to collect or enforce or protect his/her interest with respect to this Agreement, the prevailing party shall be entitled to receive payment of all costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees.

11. Free and Voluntary Execution. The parties hereto declare that they have fully read and fully understand the provisions contained in this Agreement and believe this Agreement to be fair, just and reasonable. Each party is signing this Agreement freely and voluntarily, without undue influence, fraud, collusion or misrepresentation, and intend to be bound by it.

12. Further Assurances. Each party shall execute, acknowledge or deliver any instrument, paper or document, furnish any information or take such other actions as reasonably may be necessary in connection with the performance of the obligations set forth in this Agreement.



13. Modifications and Amendments. This Agreement may only be amended or modified or deemed amended or modified by an agreement in writing duly signed by the parties or by any court of competent jurisdiction.

14. No Waiver. Any non-written waiver by either party of any provision of this Agreement or any right or option hereunder shall not be controlling, nor shall it prevent such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

15. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of _____.

16. Disputes. (Check one)

Mediation first. The parties agree that in the event it shall become necessary to enforce this Agreement or any term hereof, the parties shall first attempt to mediate the issue with a certified mediator to be mutually agreeable to each. In the event that the parties are unable to mediate the issue, either party shall thereafter be free to seek the enforcement of this Agreement in the applicable court of competent jurisdiction.

Seek legal action first. In the event it shall become necessary to enforce this Agreement or any term hereof, either party shall be free to seek enforcement of this Agreement in the applicable court of competent jurisdiction.

17. Attorney's Fees. (Check one)

Not applicable.

If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal.

18. Admissibility. This Agreement or a copy of the same may be introduced in evidence by either party to this cause, and the court is requested to make the same a part of any final order or final judgment entered in this cause. This Agreement will be construed as being jointly prepared and written by all parties hereto.

19. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

20. Mutual Release. Except as provided in this Agreement, each party releases the other from all claims, demands due, debts, rights, or causes of action in contract, tort or otherwise up to the date of this Agreement.

21. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.



22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

23. Entire Agreement. This Agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

24. Miscellaneous. _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

First Parent Signature

First Parent Full Name

Second Parent Signature

Second Parent Full Name



Signed in the presence of:

First Witness

First Witness Signature (date)

First Witness Name

First Witness Address

First Witness City, State and Zip Code

Second Witness

Second Witness Signature (date)

Second Witness Name

Second Witness Address

Second Witness City, State and Zip Code



EXHIBIT A

VISITATION

(Use if only one parent has physical custody of minor child)

The parties have agreed to the following visitation schedule:

I. General: The word "minor child" also applies to all children of the parties.

II. Weekdays: (Check if applicable)

First Parent Second Parent shall be entitled to unsupervised overnight weekday visitation with the minor child every: (Check all that apply) Monday Tuesday Wednesday Thursday Friday, with the following limitations _____

_____ (Optional).

First Parent Second Parent shall pick up the child at school and shall drop off the minor child at school the next morning.

III. Weekends: (Check if applicable)

First Parent Second Parent shall be entitled to: (Check one)

Weekend visitations with the parties' minor child.

Alternating weekend visitations with the parties' minor child.

Other: _____

The weekend visitations shall be from _____:_____ AM/PM on (Check one) Friday Saturday

Sunday to _____:_____ AM/PM on (Check one) Friday Saturday Sunday.

IV. Holidays: (Check if applicable)

First Parent/Second Parent shall exercise his/her holiday visitation periods with the minor child as follows:

a. First Parent Second Parent shall have the minor child every year for the following holidays:

New Year's Day

Martin Luther King Day

President's Day

Spring Break

Easter

Mother's Day

Memorial Day

Father's Day

Summer Break

Fourth of July

Labor Day

Columbus Day

Veteran's Day

Thanksgiving

Winter Break

Christmas Eve

Christmas Day

New Year's Eve



- Child's Birthday
- Mother's Birthday
- Father's Birthday
- Other: _____

b. First Parent Second Parent shall have the minor child every ODD numbered year for the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Spring Break
- Easter
- Mother's Day
- Memorial Day
- Father's Day
- Summer Break
- Fourth of July
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving
- Winter Break
- Christmas Eve
- Christmas Day
- New Year's Eve
- Child's Birthday
- Mother's Birthday
- Father's Birthday
- Other: _____

c. First Parent Second Parent shall have the minor child every EVEN numbered year for the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Spring Break
- Easter
- Mother's Day
- Memorial Day
- Father's Day
- Summer Break
- Fourth of July
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving
- Winter Break
- Christmas Eve
- Christmas Day
- New Year's Eve
- Child's Birthday
- Mother's Birthday
- Father's Birthday
- Other: _____

d. Other visitation details: _____

The parties agree to mutually confer and agree as to the pick-up and drop-off times of the minor child's holiday visitations as agreed to above.

V. Miscellaneous: The parties agree to mutually confer and agree as to the times and dates of the child's visitations with (Check one) First Parent Second Parent that is not specifically mentioned herein.

VI. Right of First Refusal: (Check one)

In the event **First Parent** is unable to care for the minor child during his/her scheduled visitation time for a period of more than 8 hours, the parties agree that First Parent shall immediately notify and provide the other party the "Right of First Refusal" to care for the minor child. Once First Parent is able to pick up



the minor child from the other party, he/she shall pick up the minor child and continue with the visitation schedule as planned.

In the event **Second Parent** is unable to care for the minor child during his/her scheduled visitation time for a period of more than 8 hours, the parties agree that Second Parent shall immediately notify and provide the other party the "Right of First Refusal" to care for the minor child. Once Second Parent is able to pick up the minor child from the other party, he/she shall pick up the minor child and continue with the visitation schedule as planned.

VII. Other: _____



EXHIBIT A

PARENTING SCHEDULE

(Use if parents will share custody of the minor child)

The parties have agreed to the following schedule:

I. General: The word "minor child" also applies to all children of the parties.

II. Weekdays:

First Parent shall have the minor child overnight on the following weekdays: (Check all that apply)

Monday Tuesday Wednesday Thursday Friday, and First Parent shall pick up the minor child at school on the given days and shall drop off the minor child at school the next morning.

Second Parent shall have the minor child overnight on the following weekdays: (Check all that apply)

Monday Tuesday Wednesday Thursday Friday, and Second Parent shall pick up the minor child at school on the given days and shall drop off the minor child at school the next morning.

Other weekday custody provisions: _____

III. Weekends: (Check one)

Parents will share custody on the weekend. First Parent shall have the minor child on the weekends from _____:_____ AM/PM on (Check one) Friday Saturday Sunday to _____:_____ AM/PM on (Check one) Friday Saturday Sunday. Second Parent shall have the minor child on the weekends from _____:_____ AM/PM on (Check one) Friday Saturday Sunday to _____:_____ AM/PM on (Check one) Friday Saturday Sunday.

Parents will have custody on alternating weekends. First Parent shall have the minor child on alternating weekends from _____:_____ AM/PM on (Check one) Friday Saturday Sunday to _____:_____ AM/PM on (Check one) Friday Saturday Sunday. Second Parent shall have the minor child on alternating weekends from _____:_____ AM/PM on (Check one) Friday Saturday Sunday.

IV. Holidays: The parties shall have the minor child on holidays according to the following schedule:

a. First Parent shall have the minor child every year for the following holidays:



- | | |
|---|--|
| <input type="checkbox"/> New Year's Day | <input type="checkbox"/> Columbus Day |
| <input type="checkbox"/> Martin Luther King Day | <input type="checkbox"/> Veteran's Day |
| <input type="checkbox"/> President's Day | <input type="checkbox"/> Thanksgiving |
| <input type="checkbox"/> Spring Break | <input type="checkbox"/> Winter Break |
| <input type="checkbox"/> Easter | <input type="checkbox"/> Christmas Eve |
| <input type="checkbox"/> Mother's Day | <input type="checkbox"/> Christmas Day |
| <input type="checkbox"/> Memorial Day | <input type="checkbox"/> New Year's Eve |
| <input type="checkbox"/> Father's Day | <input type="checkbox"/> Child's Birthday |
| <input type="checkbox"/> Summer Break | <input type="checkbox"/> Mother's Birthday |
| <input type="checkbox"/> Fourth of July | <input type="checkbox"/> Father's Birthday |
| <input type="checkbox"/> Labor Day | <input type="checkbox"/> Other: _____ |

b. Second Parent shall have the minor child every year for the following holidays:

- | | |
|---|--|
| <input type="checkbox"/> New Year's Day | <input type="checkbox"/> Columbus Day |
| <input type="checkbox"/> Martin Luther King Day | <input type="checkbox"/> Veteran's Day |
| <input type="checkbox"/> President's Day | <input type="checkbox"/> Thanksgiving |
| <input type="checkbox"/> Spring Break | <input type="checkbox"/> Winter Break |
| <input type="checkbox"/> Easter | <input type="checkbox"/> Christmas Eve |
| <input type="checkbox"/> Mother's Day | <input type="checkbox"/> Christmas Day |
| <input type="checkbox"/> Memorial Day | <input type="checkbox"/> New Year's Eve |
| <input type="checkbox"/> Father's Day | <input type="checkbox"/> Child's Birthday |
| <input type="checkbox"/> Summer Break | <input type="checkbox"/> Mother's Birthday |
| <input type="checkbox"/> Fourth of July | <input type="checkbox"/> Father's Birthday |
| <input type="checkbox"/> Labor Day | <input type="checkbox"/> Other: _____ |

c. First Parent shall have the minor child every ODD numbered year, and Second Parent shall have the minor child every EVEN numbered year for the following holidays:

- | | |
|---|--|
| <input type="checkbox"/> New Year's Day | <input type="checkbox"/> Columbus Day |
| <input type="checkbox"/> Martin Luther King Day | <input type="checkbox"/> Veteran's Day |
| <input type="checkbox"/> President's Day | <input type="checkbox"/> Thanksgiving |
| <input type="checkbox"/> Spring Break | <input type="checkbox"/> Winter Break |
| <input type="checkbox"/> Easter | <input type="checkbox"/> Christmas Eve |
| <input type="checkbox"/> Mother's Day | <input type="checkbox"/> Christmas Day |
| <input type="checkbox"/> Memorial Day | <input type="checkbox"/> New Year's Eve |
| <input type="checkbox"/> Father's Day | <input type="checkbox"/> Child's Birthday |
| <input type="checkbox"/> Summer Break | <input type="checkbox"/> Mother's Birthday |
| <input type="checkbox"/> Fourth of July | <input type="checkbox"/> Father's Birthday |
| <input type="checkbox"/> Labor Day | <input type="checkbox"/> Other: _____ |

d. First Parent shall have the minor child every EVEN numbered year, and Second Parent shall have the minor child every ODD numbered year for the following holidays:

- | | |
|---|---|
| <input type="checkbox"/> New Year's Day | <input type="checkbox"/> Mother's Day |
| <input type="checkbox"/> Martin Luther King Day | <input type="checkbox"/> Memorial Day |
| <input type="checkbox"/> President's Day | <input type="checkbox"/> Father's Day |
| <input type="checkbox"/> Spring Break | <input type="checkbox"/> Summer Break |
| <input type="checkbox"/> Easter | <input type="checkbox"/> Fourth of July |



- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving
- Winter Break
- Christmas Eve

- Christmas Day
- New Year's Eve
- Child's Birthday
- Mother's Birthday
- Father's Birthday
- Other: _____

e. Other details: _____

The parties agree to mutually confer and agree as to the pick-up and drop-off times of the minor child's holiday schedules as agreed to above.

V. Miscellaneous: The parties agree to mutually confer and agree as to the times and dates of the child's visitations with that is not specifically mentioned herein.

VI. Right of First Refusal: In the event either party is unable to care for the minor child during his/her scheduled visitation time for a period of more than 8 hours, the parties agree that either party shall immediately notify and provide the other party the "Right of First Refusal" to care for the minor child. Once either party is able to pick up the minor child from the other party, he/she shall pick up the minor child and continue with the visitation schedule as planned.

VII. Other: _____



EXHIBIT B

